

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
NANCY TRUSSEL, :  
 : 07 CV 6101 (SAS)  
 :  
 : Plaintiff, :  
 :  
 : - against - : Declaration of Emily A. Hayes in  
 : Opposition to Plaintiff's Motion  
 : to Compel Discovery  
 :  
 : CIGNA LIFE INSURANCE COMPANY OF NEW YORK :  
 : and CORNELL UNIVERSITY :  
 :  
 : Defendants. :  
----- X

EMILY A. HAYES, pursuant to 28 U.S.C. § 1746, declares and states as follows  
subject to the penalties for perjury of the United States of America:

1. I am an associate of the firm Wilson, Elser, Moskowitz, Edelman & Dicker LLP, attorneys for defendants CIGNA Life Insurance Company of North America and Cornell University, and submit this declaration in opposition to plaintiff's motion to compel discovery.

2. Annexed to this declaration are true and correct copies of the following documents:

<u>Exhibit</u>	<u>Description</u>
1.	Cornell University Long Term Disability Plan Summary Plan Description.
2.	Relevant pages of Policy NYK-030029, issued to policyholder Cornell University by INA Life Insurance Company of New York (now known as CIGNA Life Insurance Company of New York), with a policy effective date of September 1, 2001.

3. Letter dated January 24, 2006 from CIGNA Life Insurance Company of New York to Nancy Trussel.

Dated: White Plains, New York  
January 21, 2008

WILSON, ELSER, MOSKOWITZ, EDELMAN &  
DICKER LLP

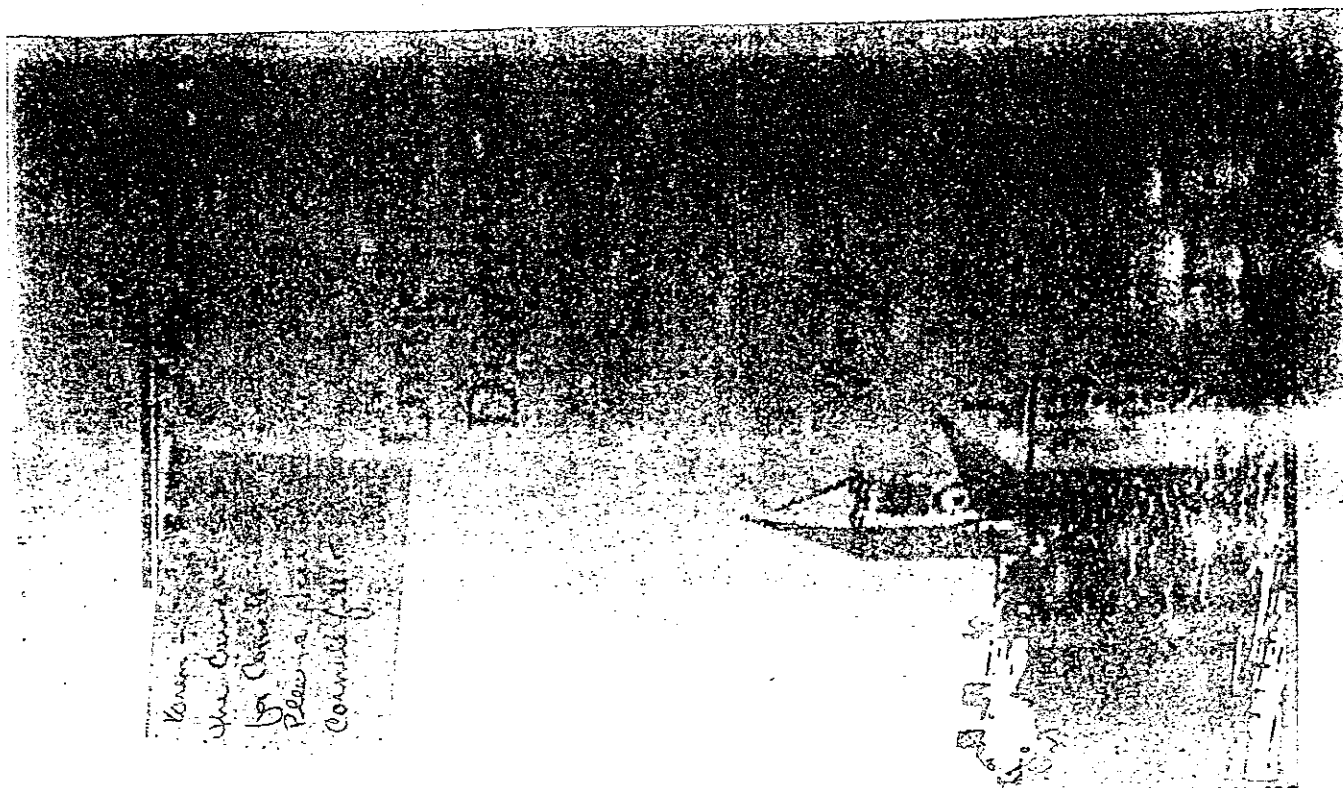
By: s/Emily A. Hayes  
Emily A. Hayes (EH 5243)

**CERTIFICATE OF SERVICE**

I hereby certify that on January 21, 2008, a copy of the foregoing Declaration was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

Emily A. Hayes  
Emily A. Hayes (EH 5243)  
Wilson, Elser, Moskowitz, Edelman  
& Dicker, LLP  
3 Gannett Drive  
White Plains, New York 10604-3407  
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Exhibit 1



CORNELL

University of the  
State of New York  
Cornell University  
College of Agriculture and  
Life Sciences

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## Introduction

*The Cornell Long Term Disability (LTD) Plan* provides income protection for eligible employees who become unable to work due to a total disability lasting longer than six months.

This booklet describes the provisions of the Cornell Long Term Disability Plan, including benefits and eligibility, as of July 1, 1991.

The complete terms and conditions of the plan are set forth in the Master Group Contract issued by Equicor, A Division of CIGNA, to Cornell University. In the case of any discrepancy between this booklet and the Master Group Contract, the Master Group Contract will govern.

## Eligibility

You are eligible to participate in the Cornell Long Term Disability Plan if you are:

- an active full-time or part-time regular endowed employee of Cornell University or an employee of Cornell Alumni News, or the Center for Religion, Ethics and Social Policy;
- an active full-time or part-time regular statutory employee of Cornell University or an employee of the County Extension Services, who is not eligible for disability benefits under the New York State Employees' Retirement System (NYSERS), the Civil Service Retirement System (CSRS), or the Federal Employees' Retirement System (FERS).

A regular full-time employee is appointed to work at least 35 hours per week for six consecutive months or longer. Eligible academic employees must be appointed for a full academic semester or at least six months.

A part-time regular employee is appointed to work at least 20, but less than 35, hours per week for six consecutive months or longer. Eligible part-time academic employees must carry at least one-half of a normal teaching load in a full academic semester to be considered regular employees.

If you are represented by a bargaining unit, your long term disability benefits are subject to the provisions of your particular bargaining agreement. Please refer to your labor agreement for details on participation.

Cornell University Medical College employees are not eligible to participate in this plan.

## Becoming Insured

### Service Waiting Period

Regular full-time employees who were employed on the date this plan became effective (7/1/90) are insured as of that date. Otherwise, regular full-time employees will be insured on their employment date.

A regular part-time employee will be insured under the Cornell Long Term Disability Plan when employed for three continuous years.

Regular part-time employees who completed three continuous years of service prior to the date this plan became effective (7/1/90), are insured as of that date. Otherwise, they will be insured the day after completing three continuous years of service.

An eligible full-time employee whose status changes from regular full-time to regular part-time, is not required to satisfy the three year service waiting period.

You must be actively at work on the date you are eligible to begin coverage. If you are not actively at work on that date, your coverage will begin on the date you return to active work.

### Coverage under Your Prior Employer's Group Plan

If you were insured under a prior employer's group total disability insurance policy, you may not be subject to the three year waiting period. The waiting period does not apply if your previous coverage provided income benefits for five or more years of total disability and you were covered within three months of the date you became eligible for coverage at Cornell.



## Cost

*The university pays the full cost of an endowed employee's Long Term Disability coverage.*

If you are a Statutory or Cooperative Extension employee, the cost is shared by you and the university. Your share of the insurance cost is deducted directly from your biweekly paycheck. You will be informed of your bi-weekly cost when you enroll in the plan. Any change in the cost will be announced in advance of the pay period when the new deduction begins.

## How to File a Claim

*You are entitled to file a claim for benefits under the Cornell Long Term Disability Plan if you became totally disabled due to illness or accidental injury.*

When you have been totally disabled for three to four months and it is anticipated that your total disability will last more than six months, you will be sent an application by Employee Benefits, 130 Day Hall. The completed application should be returned to Employee Benefits, where any necessary documentation from your physician and your department will be obtained. Your application material will then be sent to CIGNA for processing.

CIGNA, at its own expense, has the right to require an examination by a doctor of their choice when CIGNA deems it reasonably necessary.

## Denied Application for Benefits

If your application for benefits is denied, you will receive a written denial from CIGNA within a reasonable period of time. CIGNA will specify the reason(s) for the denial and the provisions of the contract on which the denial is based.

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When appropriate, CIGNA's letter will also describe any material which might be needed to complete or clarify the application, and will explain why the material is needed.

## Asking for a Review

You may ask for a review of a denied application for benefits by writing directly to CIGNA within sixty (60) days of receiving the denial. You or your duly authorized representative may examine documents pertaining to your application, and you are encouraged to submit issues and comments directly to CIGNA. You will receive a decision of the review within a reasonable period of time.

## Legal Actions

No one may sue for payment of claim less than sixty days after proof of claim has been furnished or more than two years after the date proof of claim is required by the policy.

## Social Security Disability Benefits

You should apply for Social Security disability benefits at the same time you are applying for benefits from the Cornell Long Term Disability Plan. Even if you are told by Social Security that you may not qualify, you must go through the process of applying anyway. If approved for Long Term Disability by CIGNA your monthly benefit will automatically be reduced by an estimated Social Security disability allowance. Only after CIGNA receives a copy of your Social Security award or denial letter, will your benefit be adjusted.

Social Security Disability awards are frequently made retroactively. If a retroactive approval results in an overpayment to you, CIGNA will recover the amount overpaid.

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## Your Coverage

### Your Monthly Income Benefit

If your claim for Long Term Disability benefits is approved, your monthly benefit is equal to 60% of your monthly base salary. The maximum monthly benefit is \$5,000.

### When Do Benefits Begin?

If you are approved for benefits under the Long Term Disability Plan, benefits are payable after you complete a waiting period. If approved, benefits will begin after you have been totally disabled for six continuous months.

No benefits are payable for the first six months of continuous total disability.

### Other Income Benefits That Reduce Your Monthly Benefit

Your monthly benefit is reduced by any amount payable to you for that month from:

- (a) any type of retirement benefits provided by an employer;
- (b) any Social Security or Railroad Retirement benefits that you receive as a result of your disability or retirement;
- (c) Workers' Compensation benefits;
- (d) other disability benefits provided by a plan for which your employer makes contributions or payroll deduction;
- (e) salary continuation and/or sick leave benefits;
- (f) "No-Fault" motor vehicle accident benefits for lost earnings.

Your monthly income benefit will not be less than \$50.

Retirement Plan Benefits are any benefit amounts that are payable for: (1) retirement under any plan to which your employer contributed; and (2) disability or retirement under New York State Employees' Retirement System, the Federal Employees' Retirement System or the Civil Service Retirement System.

Social Security Benefits are any benefit amounts payable to you for Social Security Disability or Social Security Retirement, including early retirement. This amount is estimated using calculations based on the law on the day your benefits are expected to start. It will be assumed that you are entitled to the largest amount of benefits, excluding those for dependents. If you are not so entitled, you must give proof that will satisfy CIGNA.

CIGNA's disability specialists will help you with the Social Security process, including filing your initial claim and filing an appeal.

CIGNA may require you to file an appeal for a hearing if you are denied benefits from Social Security. CIGNA will require the filing if their social security disability specialists believe a reversal may be possible. If you do not file a required appeal, CIGNA will continue to reduce your monthly benefit as described above.

Workers' Compensation Benefits are any benefit amounts, including lump sum payments, that are paid for disability under Workers' Compensation Law. Lump sum amounts will be divided into monthly amounts. These monthly amounts will be deducted over the period of time covered by the lump sum payment or a period of time estimated by CIGNA.

Benefits from other sources will not include amounts paid to you for a separate continuous disability that begins before you are approved for total disability under this plan.

Cost of living increases that you may receive for benefits from other sources will not affect the benefits you receive under Cornell's Long Term Disability plan.

Any other change in the amounts of benefits from other sources will result in an adjustment to the benefit you receive from Cornell's Long Term Disability plan.

### Payment of the Monthly Benefit

The following example shows how the monthly LTD benefit is calculated for a totally disabled employee who has an annual salary of \$25,000, is receiving both Social Security disability and Workers' Compensation benefits:

Monthly Salary Rate.....	\$2,083.34
Monthly LTD Benefit (40% X \$2,083.34).....	\$1,250.01
reduced by	
Employee's Primary Social Security Benefits.....	\$ 545.00
Workers' Compensation.....	<u>4,200.00</u>
Total Benefits From Other Sources.....	\$ 745.00
Monthly Benefit (\$1,250.01 - \$745.00).....	\$ 505.01

### How Long Will I Receive Long Term Disability Benefits?

Benefits will end when it is determined that you are no longer totally disabled. Otherwise, benefits will be paid until one of the following age or time limits applies:

Age When Total Disability Starts	Maximum Duration Of Benefits
Less than 60	to age 65
60 but less than 65	5 years
65 but less than 69	to age 70
69 and over	1 year

### Benefits during Rehabilitation

It may be possible for you to return to work in a rehabilitative status while you are receiving Long Term Disability benefits, if you have prior written approval from CIGNA. If you return to work in a rehabilitative status, your monthly Long Term Disability benefit will be reduced by 80% of any salary earnings for that month.

These benefits are available for up to three months while you are in a rehabilitative status. The three month period may be extended by CIGNA but will not exceed a total of twelve months for one period of disability.

### Taxability of Benefits

The disability benefit you receive from the Long Term Disability Plan may be taxable. For a complete explanation of the taxability of your benefits, we suggest you consult your personal tax advisor or a representative of the Internal Revenue Service.

## Exclusions

*Benefits will not be paid for a disability if:*

- (a) due to intentionally self-inflicted injury;
- (b) due to war, if declared or not;
- (c) due to, or as a result of taking part in, commission of a felony;
- (d) that occurs within twelve months of the date you become insured if the disability is caused, or contributed to, by an injury or sickness or condition that began within twelve months prior to the date you were insured under this policy; including a condition:
  - (1) for which you received medical treatment, medical consultation, professional care, therapeutic services, or diagnostic services;
  - OR
  - (2) for which you took prescribed drugs or medicines;
  - OR
  - (3) which would cause a prudent person to seek diagnosis, care or treatment.

This applies to pregnancy disability.

If you were covered under the prior policy on 6/30/90 and became insured under the Group Policy on its effective date (7/1/90), the above pre-existing conditions limitation will not apply. However, any pre-existing conditions limitation in the prior policy will apply as if the prior policy had remained in force.

## Other Cornell Benefits While on LTD

*You are eligible to continue certain Cornell benefits while you receive long term disability benefits from the university.*

### Endowed Employees

**Life Insurance** – Your life insurance continues at no cost to you. During the time you receive a long term disability benefit from the university, you continue to receive the basic, supplemental and dependent group life insurance coverage in effect on the date you become disabled.

**Health Insurance** – Coverage also continues under the Endowed Health Care Program. You will be billed for the employee contribution toward the cost of your coverage on a quarterly basis.

**Retirement Benefits** – If you are a participant in the endowed retirement plan (CURP) at the time you become disabled, Cornell continues to make the 10% university contribution based on the budgeted base annual salary you were receiving when you became disabled.

Additional information is available from Employee Benefits (130 Day Hall) at 255-3936.

### Statutory Employees

**Life Insurance** – Your life insurance continues at no cost to you. During the time you receive a long term disability benefit from the university, you continue to receive the basic, supplemental and dependent group life insurance coverage in effect on the date you become disabled.

**Health Insurance** – You will be billed for the full employee and employer share of your statutory health coverage. Once you are no longer receiving a Cornell paycheck ("leave without pay" status), you may be eligible for a health insurance waiver of premium benefit. If approved, your health insurance is provided to you at no cost for a period of up to one year.

## Termination of Coverage

Your insurance will end when any of the following events occur:

- (1) your employment at Cornell terminates,
- (2) you are no longer eligible,
- (3) the Group Policy ceases.

## Voluntary Continuation of Coverage

### Statutory Employees

Statutory employees who become vested in the New York State Employees' Retirement System (NYSERS) are eligible for disability benefits through NYSERS, and coverage under the Cornell Long Term Disability Plan ends. However, you do have the option of continuing coverage under the Cornell Long Term Disability Plan. Your coverage must remain continuous, so you will need to notify Cornell that you wish to continue coverage before your coverage ends. Contact Statutory Employee Benefits at 255-4455 for more information.

**Retirement Benefits-** If you are not vested in NYSERS, FERS or CSRS, you accrue retirement benefits under the university's retirement program while you receive LTD benefits.

NYSERS participants receive the years of service credited to their retirement at the time they become disabled. They do not accrue additional NYSERS service credit while receiving LTD benefits.

The employer contribution for participants in the Optional Retirement Plan (ORP) continues while you receive LTD benefits. The contribution is based on the budgeted annual salary you were earning at the time you became disabled.

If you need additional information, contact the Statutory Employee Benefits Office (B-22 Mann Library) at 255-4455.

## Definitions

### *Active Work or Actively At Work*

This term means the performance of all the duties that pertain to your work at the place where it is normally done, or where it is required to be done by your employer.

### *Doctor*

This term means a physician legally licensed to practice medicine and surgery or any other legally licensed practitioner of the healing arts who renders services within the scope of his or her license. This term does not include a resident doctor, an intern or a person in training.

### *Monthly Base Salary*

One-twelfth of your budgeted annual salary payable by your employer at the start of a term of continuous total disability. The budgeted annual salary excludes overtime pay, bonuses, and other types of extra compensation.

### *Periods of Disability*

Once you have satisfied your Benefit Waiting Period, Periods of Disability are treated as follows:

- (1) If they are due to unrelated causes and separated by your return to active work, they are treated as separate periods.
- (2) If they are due to related causes, they will be treated as separate periods of disability if they are separated by your return to active work for at least six months in a row. Otherwise, they will be treated as one period of disability.

Only one Benefit Waiting Period will be required for all periods of disability which are treated as one period of disability.

### *Total Disability*

You are "totally disabled" if you are unable to perform the material duties of any work for compensation or gain for which you are, or could become, reasonably fitted by learning or experience. You will not be deemed so disabled if you do any work for compensation or gain, or during a period in which you are not under the direct care of a doctor. This direct care starts when the doctor examines you.



## Appeal Process - Your Rights Under ERISA

ERISA stands for the Employee Retirement Income Security Act of 1974 and is federally mandated legislation which requires that participants in employee benefit plans be given a summary plan description which describes the plan and informs them of their rights under it. The preceding pages contain a description of the plan, and this section provides information about the plan administration and your rights under it.

CIGNA reserves the right to determine whether benefits are payable and to interpret disputed or doubtful plan terms.

### General Plan Information

Plan benefits are provided under Group Policy #59901.T with Equicor, A Division of CIGNA.

#### Employer and plan sponsor:

Cornell University  
130 Day Hall  
Ithaca, NY 14853

#### Plan administrator:

Director of Human Resources  
Cornell University  
130 Day Hall  
Ithaca, NY 14853  
(607) 255-3621

#### Agent for Service of Legal Process:

The Secretary of the Corporation  
Cornell University  
580 Day Hall  
Ithaca, NY 14853

#### Plan Year:

July 1 to June 30.

Employer Identification Number assigned by the Internal Revenue Service is 15-0532082 and individual plan number is #508.

#### Plan Funding:

The plan is funded by contributions from Cornell, participating affiliated groups and, where required, employees.

### Statement of Your Rights under ERISA

As a participant in Cornell University's Long Term Disability Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Examine during regular work hours all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor (such as detailed annual reports and plan descriptions), without charge, at the Office of Human Resources, 130 Day Hall and other specified locations, such as worksites and union halls.

Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The Summary Annual Report is furnished to all participants on an annual basis.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights

## Plan Amendment or Termination

Although Cornell University expects and intends to continue the Long Term Disability Plan indefinitely, it reserves the right to modify, terminate or suspend the program at any time by action of the Board of Trustees. The university will provide appropriate notice, in advance, of any change, discontinuance or reduction in benefits.

## For More Information

This booklet provides a summary of the Cornell Long Term Disability Plan. The complete terms are included in the Official Plan Document and in the case of any discrepancy between this booklet and the Plan Document, the Official Plan Document will govern. If you have any questions or need more information about your benefits, contact Employee Benefits, 130 Day Hall, (607) 255-3936.

under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide materials and pay you up to \$100,000 a day until you receive the materials, unless the materials were not sent due to reasons beyond the control of the administrator.

If you have a claim for benefit which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous. If you have questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the U.S. Labor-Management Services Administration, Department of Labor.



The insurance evidenced by this certificate provides disability income insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES  
NEW YORK, NEW YORK

CERTIFICATE OF INSURANCE

This is to certify that, subject to the terms of Group Policy No. 59900/LT, the employees of the Policyholder named below, are insured for the benefits described in Benefits below:

CORNELL UNIVERSITY

BENEFITS

The CIGNA benefits for which you are insured are set forth in the plan booklet. Insurance takes effect only if you are eligible for it, you elect it and you make contribution for it, as required.

No assignment by you of your Long Term Disability insurance will be valid.

This certificate takes the place of any prior one issued to you covering this insurance. It is not the insurance contract; each policy and the Policyholder's application for it are in the contract. This certificate is evidence of insurance under the policy. This insurance takes effect only for persons who become and stay insured under the policy.

EQUICOR, A DIVISION OF CIGNA

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Exhibit 2

INA LIFE INSURANCE COMPANY OF NEW YORK  
140 EAST 45TH STREET  
NEW YORK, NY 10017-3144  
(800) 732-1603 TDD (800) 552-5744  
A STOCK INSURANCE COMPANY

GROUP POLICY

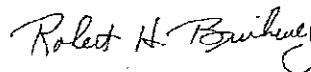
**POLICYHOLDER:** Cornell University  
**POLICY NUMBER:** NYK-030029  
**POLICY EFFECTIVE DATE:** January 1, 2000  
**REVISE AND REISSUE DATE:** September 1, 2001  
**POLICY ANNIVERSARY DATE:** September 1

This Policy describes the terms and conditions of coverage. It is issued in New York and shall be governed by its laws. The Policy goes into effect on the **Policy Effective Date**, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the **Insurance Company** and the Policyholder have agreed to all the terms of this Policy.



Michael A. James, Secretary



Robert H. Brickweg, President

TY-005150

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**PITTSBURGH**

**MAR 05 2003**

**Group Life & Disability  
Coverage Unit**

CLICNY 0012

## **CIGNA LIFE INSURANCE COMPANY OF NEW YORK**

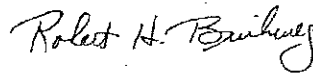
### **NAME CHANGE ENDORSEMENT**

Effective July 19, 1999, this endorsement is attached to and made a part of your INA Life Insurance Company of New York policy.

The name CIGNA Life Insurance Company of New York replaces the name INA Life Insurance Company of New York wherever the name is used. All other terms and conditions of the policy remain the same.

CIGNA Life Insurance Company of New York has, by its President, executed this Change of Name Endorsement as of July 19, 1999.

CIGNA LIFE INSURANCE COMPANY OF NEW YORK



Robert H. Brickweg, President

TY-008140

CLICNY 0013

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### SCHEDULE OF BENEFITS

**Premium Due Date**

Premiums are due in arrears on the date coinciding with the day of the **Policy Anniversary Date** or the last day of the month, if earlier.

**Participation Requirements**

For Contributory Plans

The greater of 75% of Eligible **Employees** or a minimum of 10 **Employees**.

For Non-Contributory Plans

100% of Eligible **Employees**, but not less than 25 **Employees**.

**Classes of Eligible Employees**

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible **Employees** listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an **Employee** is eligible under one Class of Eligible **Employees** and later becomes eligible under a different Class of Eligible **Employees**, changes in an **Employee's** insurance due to the class change will be effective on the date of the change in class.

Class 1 All active, Full-time regular endowed **Employees** of Cornell University, who are at least 18 years of age, appointed to work at least 35 hours per week for a minimum of 6 consecutive months. Eligible academic **Employees** must be appointed for a full academic semester or for at least 6 consecutive months.

Class 2 All active, part-time regular endowed **Employees** of Cornell University, who are at least 18 years of age, appointed to work at least 20 hours per week, but less than 35, for a minimum of 6 consecutive months.

Class 3 All active, Full-time regular statutory **Employees** of Cornell University or the County Extension Services, who are at least 18 years of age, and who are not eligible for **Disability** Benefits under the New York State Employee's Retirement System (NYSERS), the Civil Service Retirement System (CSRS), or the Federal Employee's Retirement System (FERS), appointed to work a minimum of 35 hours per week for a minimum of 6 consecutive months. Eligible academic **Employees** must be appointed for a full academic semester or for at least 6 consecutive months.

Class 4 All active, part-time regular statutory **Employees** of Cornell University or the County Extension Services, who are at least 18 years of age, and who are not eligible for **Disability** Benefits under the New York State Employee's Retirement System (NYSERS), the Civil Service Retirement System (CSRS), or the Federal Employee's Retirement System (FERS), appointed to work a minimum of 20 hours per week, but less than 35 hours per week, for a minimum of 6 consecutive months.

- 
- Class 5** All active, **Full-time** regular statutory **Employees** of Cornell University or the County Extension Services, who are at least 18 years of age, and who are eligible for **Disability Benefits** under the New York State Employee's Retirement System (NYSERS), the Civil Service Retirement System (CSRS), or the Federal Employee's Retirement System (FERS), and who elect to contribute to the group LTD plan sponsored by the **Employer**, appointed to work a minimum of 35 hours per week for a minimum of 6 consecutive months. Eligible academic **Employees** must be appointed for a full academic semester or at least 6 consecutive months.
- Class 6** All active, part-time regular statutory **Employees** of Cornell University or the County Extension Services, who are at least 18 years of age, and who are not eligible for **Disability Benefits** under the New York State Employee's Retirement System (NYSERS), the Civil Service Retirement System (CSRS), or the Federal Employee's Retirement System (FERS), and who elect to contribute to the group LTD plan sponsored by the **Employer**, appointed to work at least 20 hours per week, but less than 35 hours per week for a minimum of 6 consecutive months. Eligible academic **Employees** must be appointed for a full academic semester or for at least 6 consecutive months.

### SCHEDULE OF BENEFITS FOR CLASS 1

#### Eligibility Waiting Period

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

#### Definition of Disability/Disabled

An Employee will be considered Disabled if, because of Injury or Sickness,

1. the Employee is unable to perform all the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. After Disability Benefits have been payable for 12 months, the Employee is unable to perform all the material duties of any occupation for which they may reasonably become qualified based on education, training or experience.

#### Definition of Covered Earnings

Covered Earnings means an Employee's annual wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on the date of the change, if the Employer gives us written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

Benefit Waiting Period 180 days

A period of Disability is continuous even if the Employee can return to Active Service for an unlimited number of days. The length of the Benefit Waiting Period will not be extended by the number of days the Employee can return to Active Service.

Disability Benefit The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on their own behalf.

Maximum Disability Benefit \$7,500 per month

Minimum Disability Benefit \$100 per month



*Work Incentive Benefits*

For the first 12 months the Employee is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Employee's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of their Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 12 months, the Disability Benefit is as figured above, reduced by 50% of an Employee's current earnings received during any month they return to work. If the sum of the Employee's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of their monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

If an Employee is working for another Employer on a regular basis when Disability begins, their earnings will include the amount of any increase in the amount they are earning from this work while they are Disabled.

**Additional Benefits***Survivor Benefit*

Benefit Waiting Period:  
Amount of Benefit:

After 6 Monthly Benefits are payable.

100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.

Maximum Benefit Period

6 monthly payments.

**Maximum Benefit Period**Age When Disability Begins

Under Age 60  
Age 60  
Age 65  
Age 69 or over

Maximum Benefit Period

The Employee's 65th birthday.  
The date the 60th Monthly Benefit is payable.  
The Employee's 70th birthday.  
The date the 12th Monthly Benefit is payable.

TY-005159

**Initial Premium Rates**

\$.39 per \$100 of Covered Payroll

Covered Payroll for an Employee will mean their Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of their monthly Covered Earnings which exceed \$12,500.

TY-005163

## ELIGIBILITY FOR INSURANCE

### **Employee Eligibility**

An **Employee** in one of the Classes of Eligible **Employees** shown in the Schedule of Benefits is eligible to be insured on the **Policy Effective Date**, or if later, on the day after the **Employee** completes the applicable Eligibility Waiting Period, if any.

If a person has previously converted their insurance under the Policy, they will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the **Employee's Disability Insurance** benefits based on age or a change in class unless those conditions no longer effect the amount of coverage available to the **Employee**.

Except as noted in the Reinstatement Provision, if an **Employee** terminates insurance and later wishes to reapply, or if a former **Employee** is rehired, a new Eligibility Waiting Period must be satisfied. An **Employee** is not required to satisfy a new Eligibility Waiting Period if insurance ends because they are no longer in an eligible class, but continues to be employed by the **Employer** and within one year becomes a member of an eligible class. An **Employee** is also not required to satisfy a new Eligibility Waiting Period if they change from eligible Full-time to eligible part-time status.

An **Employee** must be in Active Service throughout the Eligibility Waiting Period to be eligible for coverage. The Eligibility Waiting Period will be extended by the number of days the **Employee** is not in Active Service.

TY-005154-1

## EFFECTIVE DATE OF INSURANCE

An **Employee** will be insured on the date they become eligible, if the **Employee** is not required to contribute to the cost of this insurance.

An **Employee** who is required to contribute to the cost of this insurance may elect to be insured only by authorizing payroll deduction in a form approved by the **Employer** and the **Insurance Company**. The effective date of this insurance depends on the date coverage is elected.

If the coverage is elected within 31 days after the date the individual becomes eligible, this insurance will be effective on the latest of the following dates.

1. The **Policy Effective Date**.
2. The date payroll deduction is authorized for this insurance.
3. The date the **Insurance Company** receives the completed enrollment request.

If an enrollment request is received more than 31 days after an individual is eligible to elect coverage, the insurance is effective on the date the **Insurance Company** agrees in writing to insure the eligible person. The **Insurance Company** will require the eligible person to satisfy the Insurability Requirement before it agrees to insure them.

If an eligible person is not in **Active Service** on the date insurance would otherwise be effective, it will be effective on the date they return to **Active Service**.

TY-005155-1

#### TERMINATION OF INSURANCE

The insurance on an **Employee** will end on the earliest date below.

1. The date the **Employee** is eligible for coverage under a plan intended to replace this coverage.
2. The date the Policy is terminated.
3. The date the **Employee** is no longer in an eligible class.
4. The day after the period for which premiums are paid.
5. The date the **Employee** is no longer in **Active Service**.

TY-005156

#### CONTINUATION OF INSURANCE

##### Continuation of Disability Insurance

**Disability Insurance** continues if an **Employee's Active Service** ends due to a **Disability** for which benefits under the Policy are or may become payable. Premiums for the **Employee** will be waived while **Disability Benefits** are payable. If the **Employee** does not return to **Active Service**, their **Disability Insurance** will end when they are no longer **Disabled** or when benefits are no longer payable, whichever occurs first.

##### Continuation for Leave of Absence

If an **Employee's Active Service** ends due to an **Employer** approved unpaid leave of absence, insurance for that **Employee** will continue for up to one semester/six months if the required premium is paid.

If an **Employee's** insurance is continued and they become **Disabled** during the leave of absence, **Disability Benefits** will not begin until the later of the following dates.

1. the date the Benefit Waiting Period is satisfied.
2. the date the **Employee** was scheduled to return to **Active Service**.

TY-005157-1 (30029)

#### DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits to each class of **Insureds**.

##### Disability Benefits

The **Insurance Company** will pay **Disability Benefits** if an **Employee** becomes **Disabled** while covered under this Policy. The **Employee** must satisfy the Benefit Waiting Period and be under the care of a **Physician**. The **Employee** must provide to the **Insurance Company**, at their own expense, satisfactory proof of **Disability** before benefits will be paid.

The **Insurance Company** will require continued proof of the **Employee's Disability** for benefits to continue.

#### **Benefit Waiting Period**

The Benefit Waiting Period is the period of time an **Employee** must be continuously **Disabled** before **Disability** Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

The **Insurance Company** will waive the Benefit Waiting Period for an **Employee** if benefits under a **Prior Plan** were payable on the **Policy Effective Date** and the **Employee** returns to **Active Service** within 6 months after this **Effective Date** and is **Disabled** again within 14 days.

The later **Disability** must be caused by the same or related causes for the Benefit Waiting Period to be waived.

#### **Termination of Disability Benefits**

**Disability** Benefits will end on the earliest of the following dates.

1. The date an **Employee** earns more than 80% of their **Indexed Covered Earnings**.
2. The date the **Insurance Company** determines an **Employee** is not **Disabled**.
3. The end of the Maximum Benefit Period.
4. The date an **Employee** dies.
5. The date an **Employee** returns to **Active Service**.

#### **Successive Periods of Disability**

Once an **Employee** is eligible to receive **Disability** Benefits under the Policy, separate periods of **Disability** resulting from the same or related causes are a continuous period of **Disability** unless the **Employee** returns to **Active Service** for more than 6 consecutive months.

A period of **Disability** is not continuous if separate periods of **Disability** result from unrelated causes or the later **Disability** occurs after coverage under the Policy ends.

The Successive Periods of **Disability** provision will not apply if an **Employee** is eligible for coverage under a plan that replaces this Policy.

#### **Pre-Existing Condition Limitation**

The **Insurance Company** will not pay benefits for any period of **Disability** which is caused by, contributed from, or results from a Pre-Existing Condition. A "Pre-Existing Condition" means any **Injury** or **Sickness** for which the **Employee** incurred expenses, received medical treatment, care or services, including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a **Physician** within 12 months before their most recent effective date of insurance.

The Pre-Existing Condition Limitation will apply to any added benefits or increases in benefits. However, the Pre-Existing Condition Limitation will not apply to the changes in the Definition of **Disability/Disabled** or the Maximum **Disability** Benefit which are effective September 1, 2001.

This limitation will not apply to a period of **Disability** that begins more than 12 months after the most recent effective date of the **Employee's** insurance.

Except for any amount of benefit in excess of a **Prior Plan's** benefits, this limitation will not apply to any **Employee** covered under a **Prior Plan** who satisfied the Pre-existing Condition Limitation, if any, under that plan. If an **Employee**, covered under a **Prior Plan**, did not fully satisfy the Pre-existing Condition Limitation of that plan, credit will be given for any time they did satisfy. Time will not be credited for any day an **Employee** is not in **Active Service** or is not actively at work due to **Sickness**.

#### **Disability Benefit Calculation**

The **Disability Benefit** for any month **Disability Benefits** are payable is shown in the Schedule of Benefits. **Disability Benefits** are based on a 30 day period. They will be prorated if payable for any period less than a month.

#### **Work Incentive Benefit**

If an **Employee** is covered for Work Incentive Benefits, they may return to work while **Disabled** and **Disability Benefits** will continue. The conditions under which an **Employee** may return to work and the amount of this benefit are shown in the Schedule of Benefits.

The **Insurance Company** will review the **Employee's** status and will require satisfactory proof of earnings and continued **Disability**.

#### **Other Income Benefits**

While an **Employee** is **Disabled**, they may be eligible for benefits from other income sources. If so, the **Insurance Company** may reduce the **Disability Benefits** payable by the amount of such Other Income Benefits. The extent to which Other Income Benefits will reduce any **Disability Benefits** payable under the Policy is shown in the Schedule of Benefits.

Other Income Benefits include:

1. any amounts which the **Employee** receives (or is assumed to receive\*) under:
  - a. the Canada and Quebec Pension Plans;
  - b. the Railroad Retirement Act;
  - c. any local, state, provincial or federal government disability or retirement plan or law as it pertains to the **Employee** (not including Social Security retirement benefits);
  - d. any sick leave plan of the **Employer**;
  - e. any work loss provision in mandatory "No-Fault" auto insurance;
  - f. any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits.
2.
  - a. any Social Security disability benefits the **Employee** or any third party receives (or is assumed to receive\*) on the **Employee's** behalf; and
  - b. any Social Security retirement benefits the **Employee** or any third party receives on the **Employee's** behalf.
3. any retirement plan benefits funded by the **Employer**. "Retirement plan" means any defined benefit or defined contribution plan sponsored or funded by an **Employer**. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any **Employee** savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 403(b) plan.

4. any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same claim for **Disability**, and contains the same or similar provision for reduction because of other insurance, the **Insurance Company** will pay its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.
6. any wage or salary for work performed while **Disability Benefits** are payable, to the extent they exceed the amount allowed under the Work Incentive Benefit.

\* See the Assumed Receipt of Benefits provision.

#### *Increases in Other Income Benefits*

After the first deduction for any Other Income Benefits, any cost of living increases for Other Income Benefits, except for wage or salary, will not further reduce **Disability Benefits** during a period of **Disability**.

#### *Lump Sum Payments*

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated the lump sum will be prorated monthly over a five year period.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

#### *Assumed Receipt of Benefits*

The **Insurance Company** will assume the **Employee** is receiving Other Income Benefits if they are eligible to receive them. These assumed benefits will be the amount the **Insurance Company** estimates the **Employee** may be eligible to receive.

This assumption will not be made if the **Employee** gives the **Insurance Company** proof of the following events.

1. Application was made for these benefits.
2. A Reimbursement Agreement is signed.
3. Any and all appeals were made for these benefits or the **Insurance Company** determines further appeals will not be successful.
4. Payments were denied.

The **Insurance Company** will not assume receipt of, nor reduce benefits by, any elective, actuarially reduced, or early retirement benefits under such laws until the **Employee** actually receives them.

*Social Security Assistance*

The Insurance Company will, at its discretion, assist the Employee in applying for Social Security Disability Income (SSDI) benefits. Disability Benefits will not be reduced by the assumed receipt of SSDI benefits while the Employee participates in the Social Security Assistance Program.

The Insurance Company may require the Employee to file an appeal if it believes a reversal of a prior decision is possible. If the Employee refuses to participate in, or cooperate with, the Social Security Assistance Program, the Insurance Company will assume receipt of SSDI benefits until the Employee gives us proof that all administrative remedies are exhausted.

**Minimum Benefit**

The Insurance Company will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

**Recovery of Overpayment**

If benefits are overpaid, the Insurance Company has the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when an Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

TY-005183-1

**ADDITIONAL BENEFITS****Rehabilitation During A Period of Disability**

If, while an Employee is Disabled, the Insurance Company determines that they are a suitable candidate for rehabilitation they may participate in a Rehabilitation Plan. The terms and conditions of the Rehabilitation Plan must be mutually agreed upon by the Employee and the Insurance Company.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while an Employee participates in the program.

A "Rehabilitation Plan" is a written agreement between the Employee and the Insurance Company in which the Insurance Company agrees to provide, arrange or authorize vocational or physical rehabilitation services.

TY-005189-1

Exhibit 3



**Lisa Lyle**  
Appeals Claim Manager



**CIGNA Group Insurance**  
Life · Accident · Disability

January 24, 2006

Routing P250  
PO Box 22325  
Pittsburgh, PA 15222  
Telephone 412.402.3353  
Facsimile 412.402.3222

Nancy Trussel  
409 Taylor Place  
Ithaca, NY 14850

RE: Claimant: Nancy Trussel  
Policy Number: NYK 30029  
Policy Holder: Cornell University  
Underwritten by: CIGNA Life Insurance Company of New York

Dear Ms. Trussel:

This letter is in reference to your claim for Long Term Disability benefits under policy number NYK 30029. We have reviewed your claim as requested in your Notice of Appeal and must deny your entitlement to benefits.

At the time you ceased working on November 21, 2003, you were employed by Cornell University as a Human Resource Associate IV which is considered a Light physical demand occupation. Long Term Disability benefits were paid for greater than 12 months, through June 18, 2005. Benefits ceased at that time as we determined the medical information did not support your inability to perform any occupation.

The denial is based on the following policy provision:

- Disability is defined as, "An Employee will be considered Disabled if, because of Injury or Sickness,
1. the Employee is unable to perform all the material duties of his or her regular occupation, or solely due to Injury or sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
  2. After Disability Benefits have been payable for 12 months, the Employee is unable to perform all the material duties of any occupation for which they may reasonably become qualified based on education, training or experience."

In the appeal process we received the following items:

- Your letter of appeal dated September 7, 2005

\*CIGNA and "CIGNA Group Insurance" are registered service marks and refer to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Life Insurance Company of North America, CIGNA Life Insurance Company of New York, and Connecticut General Life Insurance Company.

CLICNY 1109

January 24, 2006  
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- Your letters dated October 11, 2005 and January 22, 2006
- A letter from Dr. Stackman dated June 13, 2005
- A copy of the Social Security Award letter
- The results of the urodynamic procedure dated September 28, 2005
- An office note regarding your treatment with Dr. Wright dated September 28, 2005
- An office visit note regarding your treatment with Dr. Dollinger on June 28, 2005
- A research article regarding transverse myelitis
- Information from the internet regarding your condition, from [www.myelitis.org](http://www.myelitis.org)
- A chapter from Current Therapy in Neurologic Disease regarding your condition.

During the previous evaluation of your claim medical information was obtained from your physicians, an independent medical examination was conducted, surveillance was performed and a transferable skills analysis was completed.

In order to assist in evaluating your claim appeal, an independent peer review was completed by Joseph Jares, M.D., board certified in neurology. Dr. Jares completed a review of the clinical information and spoke with Dr. Stackman on January 5, 2006. Dr. Jares advised that you have a history of transverse myelitis affecting the conus medullaris/cauda equina. He noted that you have had residual neuropathic pain involving your left lower extremity aggravated by prolonged sitting. He also noted that you have unpredictable episodes of urinary and fecal incontinence as well as a left foot drop. Dr. Jares did indicate that you would be unable to perform at your previous level due in combination to incontinence, left foot drop and neuropathic pain. However, in regards to your ability to perform any occupation, he advised that you would be capable of performing at a sedentary occupational level. He recommended that when sitting you would need the opportunity for customary work breaks at a frequency of every 2 hours to change position from sitting to standing for brief periods of time (2-3 minutes). He advised that you could walk and stand occasionally, up to 10 minutes at a time, one hour total, in an eight-hour workday and could not climb or balance. In addition, you could not stoop, crawl, kneel, crouch, squat or repetitively use your lower extremities. It was also noted that because of the use of pain medications you could not work around dangerous machinery and should be cautious in your driving. You also have the need for immediate access to bathroom facilities due to the unpredictable bouts of incontinence. Dr. Jares concluded that with the restrictions outlined you would be capable sedentary capacity on a full time basis.

Following Dr. Jares' recommendations regarding your restrictions and limitations he discussed your condition with Dr. Stackman. Dr. Stackman advised that his opinion is that you are not able to work as you could not sit for more than a couple of minutes at a time. It was discussed that video surveillance conducted in May 2005 showed that you were able to sit in a car for an hour and thirty-seven minutes traveling to and from the independent medical examination, travel in the car for 20 minutes as well as remain inside a restaurant

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establishment for 11 minutes. When Dr. Jares specifically asked Dr. Stackman if you could be accommodated to work in an occupation that allowed you to sit at a desk and stand and change position as necessary, Dr. Stackman stated that this was not the nature of your occupation. Also, when asked if you could work at a desk with immediate access to bathroom facilities, he advised that this is also not the nature of your occupation. Dr. Stackman indicated that you could not be accommodated because your occupation required you to sit for several hours at a time.

After speaking with Dr. Jares and reviewing the medical information pertaining to your condition and treatment, Dr. Jares concluded that the information gained in the teleconference did not change his opinion of your restrictions and limitations. He advised that there appears to be a discrepancy between the presentation to Dr. Stackman of your self-perceived abilities and those gathered by video surveillance.

Although Dr. Jares did not receive a copy of the research material regarding your condition which was submitted on January 22, 2006; the peer reviewer has extensive medical knowledge and has access to this information. In addition, our determinations are made based upon the clinical information regarding your condition, your particular symptoms and treatment records.

Also, in regards to the Social Security award letter submitted, please note that your disability award from the Social Security administration has no impact on your eligibility for Long Term Disability benefits. Your claim is evaluated based upon the disability requirements in the Long Term Disability policy and the medical records on file.

As you received benefits beyond the 12th month of disability, your claim was reviewed to determine your ability to perform any occupation. Previously on June 6, 2005, a Transferable Skills Analysis (TSA) was completed based upon restrictions and limitations as outlined by the independent medical examiner, Dr. Santana, neurologist. A TSA is a method to determine if there are other occupations you could reasonably perform based on your prior work history, education and training. The TSA revealed sedentary occupations that you can perform with your education, previous work history and your restrictions as provided by Dr. Santana and reiterated by Dr. Jares. This analysis was performed by a Vocational Rehabilitation Specialist and identified the following sedentary occupations:

- Equal Opportunity Officer, 168.267-114
- Manager, Benefits, 166.167-018
- Manager, Department, 189.167-022
- Manager, Employment, 166.167-030
- Personnel Recruiter, 166.267-038.

The occupations identified were reviewed by a Vocational Rehabilitation Counselor (VRC) in order to consider the restrictions outlined by Dr. Jares. It was felt that with the restrictions outlined by Dr. Jares you could perform the occupations of Manager, Benefits; Manager, Department and Manager, Employment as these positions would enable flexibility to utilize

January 24, 2006  
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restroom facilities as needed. It was felt that you may not be able to perform the positions of Equal Opportunity Officer and Personnel Recruiter as these may not afford you the same flexibility to utilize restroom facilities.

In conclusion, the medical information does not support restrictions which would result in your inability to perform sedentary work. While Dr. Stackman has advised that you are unable to be accommodated in your previous occupation, we must interpret the medical information in order to determine your ability to perform any occupation. Both Dr. Jares and Dr. Santana have indicated that you can perform at the sedentary level and sedentary occupations have been identified that you may perform within the restrictions outlined by Dr. Jares. Therefore must affirm our previous decision to deny benefits.

You may request a review of this decision by writing to the CIGNA Life Insurance Company of New York representative signing this letter at the address noted on the letterhead. The written request for review must be sent within 180 days of the receipt of this letter. In addition to any written comments, your request for review must include new documentation you wish us to consider. In order for us to reconsider our determination, you must provide us with documentation that supports total disability from any occupation as of June 18, 2005 through the present. This includes, but is not limited to, all office notes, exam findings, test results, consultation reports, hospital records, physical therapy notes, any functional capacities evaluations done to date and any other documents you believe are pertinent to your claim.

Under normal circumstances, you will be notified of a decision on your appeal within 45 days of the date your request for review is received. If there are special circumstances requiring delay, you will be notified of the reason for delay within 30 days of receipt of your request, and every 30 days thereafter. A final decision will be made no later than 90 days.

Please note that you have a right to bring legal action regarding your claim under the ERISA section 502(a). You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local United States Department of Labor Office or your State Insurance Regulatory Agency.

Nothing contained in this letter should be construed as a waiver of any rights or defenses under the policy. This determination has been made in good faith and without prejudice under the terms and conditions of the contract, whether or not specifically mentioned herein.

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Please review your insurance booklet, certificate or coverage information available from your employer to determine if you are eligible for additional benefits. Upon written request, you may receive a copy of your claim file, free of charge.

Please contact our office at 800.238.2125 should you have any questions.

Sincerely,

Lisa Lyle  
Appeals Claim Manager